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April 21, 2003

AMENDMENT 2 TO  
ANNOUNCEMENT MCD3  
PURCHASE OF MOZZARELLA CHEESE  
FOR USE IN DOMESTIC PROGRAMS

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The purpose of this amendment is to amend announcement MCD3, Amendment 1, issued on March 20, 2002, as follows:

- Revise Section 3.B. to update the browser requirements for the Domestic Electronic Bid Entry System (DEBES)
  - Revise Section 12 to update unfrozen LMPS processor pack sizes and requirements
  - Revise Section 13 to add delivery requirements for random weight cheese
  - Revise Section 15.A. to update bill of lading requirements
  - Revise Appendix 2, Part 3, Section 3.1.A. to update pallet requirements.
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This amendment is effective for contracts awarded on or after date of issuance.

Announcement MCD3, as amended, can be printed in its entirety at the Commodity Operations website [www.fsa.usda.gov/daco/default.htm](http://www.fsa.usda.gov/daco/default.htm) under Dairy Announcements.

Although most of the changes are listed above, other language changes have been made. We urge you to read the Announcement and the appendixes to the Announcement carefully.

Any inquiries pertaining to this amendment should be directed to Patty Wagner at (816) 823-3200.

/s/ George W. Aldaya

George W. Aldaya  
Director

Enclosures

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DEPARTMENT OF  
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**MARCH 20, 2001**

# **ANNOUNCEMENT MCD3**

(Supersedes Announcement MCD2)

## **Purchase of Mozzarella Cheese For Use in Domestic Programs**



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ANNOUNCEMENT MCD3  
PURCHASE OF MOZZARELLA CHEESE  
FOR USE IN DOMESTIC PROGRAMS

**1. GENERAL**

**A. Invitation for Offers**

- (1) The United States Department of Agriculture (USDA) will from time to time issue an invitation for offers under this announcement to sell either frozen or unfrozen, low moisture part-skim mozzarella cheese or lite mozzarella cheese to USDA for use in domestic programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

**B. Terms and Conditions**

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, Total Quality Systems Audit (TQSA) Supplier Guidelines, this announcement, the appendixes to this announcement and the invitation.

**C. Certifications, Representations, and Warranties**

Appendix 1 to this announcement contains certifications, representations, and warranties that must be certified and submitted annually to USDA prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to USDA occur throughout the year.

**D. Packaging and Marking Specifications**

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

E. Commercial Item Description

Appendix 3 to this announcement is the Commercial Item Description (CID) for **Lite Mozzarella Cheese, A-A-20248 dated June 10, 1997.**

Ö.. (F. Deleted) ..Ö

**2. ELIGIBILITY OF OFFERORS**

To be eligible to submit an offer under this announcement, the offeror must:

A. Submit a completed "Solicitation Mailing List Application" (Standard Form 129) to the contracting officer prior to a first offer. Offeror must complete all portions of form SF-129, except Item 18, and include the following additional information for:

- (1) Item 8. Identify all affiliates including any parent company. Provide full name and main office address. A "parent" company is one that owns or controls the activities and basic business policies of the bidder. An "affiliate" is defined on the back of the form.
- (2) Item 10. Identify the commodities/products the offeror is interested in supplying.

Ö.. (3) Items 19 and 20. Must be an officer, owner, or partner of the company. ..Ö

B. Resubmit form SF-129 as necessary when the information requires updating.

C. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. The USDA may request a pre-award survey for the purpose of evaluating the offeror's ability to perform the contract.

D. Meet the definitions of a nonmanufacturer or manufacturer as defined below.

- (1) Manufacturer means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 CFR Part 121.406.

E. Maintain a bona fide business office in the United States for the purpose of selling to USDA the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

Ö.. F. Have a number of dairy plants, sufficient to produce the quantity offered, currently approved by Agricultural Marketing Service (AMS). ..Ö

- G. If the offeror intends to use the Total Quality Systems Audit (TQSA) program for quality assurance, meet the requirements of the TQSA program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 80 points. However a result of "0" in any element of the TQSA Report Form TQ-003 will require AMS commodity inspection until such time corrective action is implemented and verified as effective. (Element scoring: 0 = one or more questions with a result of "0", or four or more questions with a result of "M".) The Total Quality Systems Audit Supplier Guidelines setting forth the TQSA requirements may be obtained at the Internet location: [www.fsa.usda.gov/pdd/tqsa.htm](http://www.fsa.usda.gov/pdd/tqsa.htm) or by contacting the appropriate contracting officer.

### 3. SUBMISSION OF OFFERS

A. How to Submit Offers

Offers, modifications, withdrawals of offers, and price adjustments shall be submitted through the Domestic Electronic Bid Entry System (DEBES) and received by the date and local time specified in the invitation for receipt of offers. The time of receipt will be determined and recorded by DEBES. Submission of the above by any means other than DEBES will be determined nonresponsive.

B. Computer Software Requirements

The offeror is responsible for choosing their own Internet Service Provider (ISP) to transmit, translate, or carry data between the offeror and this office. The offeror is responsible for the cost of its third-party network.

- Ö.. (1) Operating system: Windows NT, Windows 2000, or Windows XP (or equivalent).  
(2) Browser requirement: Netscape versions greater than 4.07 and less than 6.0 (**OR**) Internet Explorer 5.0 or above. ..Ö  
(3) Encryption: Browser capable of handling 128-bit encryption.  
(4) Proxy servers: Offerors must set up their proxy server to allow access to the Internet DEBES port.

C. Access to DEBES

- (1) Internet location is <http://pcsd.usda.gov/debes>  
(2) This office will provide the offeror with an ID number and the initial password needed to access DEBES.  
(3) USDA will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not

limited to the following:

- (a) Any failure of the offeror's computer hardware or software.
  - (b) Availability of your ISP.
  - (c) Delay in transmission due to the speed of your modem.
  - (d) Delay in transmission due to excessive volume of Internet traffic.
- (4) Price and mode of transportation offered for each state must be entered on DEBES offer form bid page. The Trans (transportation) Mode on the DEBES offer form bid page will default to truck. Offerors may select the rail or piggyback mode for each state if applicable. Quantities offered for each plant, product/pack size, and delivery periods must be entered on the constraints bid page. Certification answers must be entered on the certifications bid page.

D. Late Submission and Modifications

Any offer submitted to DEBES after the designated time specified for receipt in the invitation will not be considered. Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. For the purpose of this announcement, USDA-1, Articles 6 and 7 are excluded.

E. Basis of Offer

Offers are invited f.o.b. destination. A single price shall be offered for each state. **THE USE OF OPEN VAN CARRIERS IS NOT ALLOWED.** ..ö

**4. ACCEPTANCE OF OFFERS**

- A. USDA will notify successful offerors on the date specified in the invitation. The date of acceptance by USDA will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. USDA may accept or reject any or all offers, or portions thereof.

**5. RESPONSIBILITY AND PAST PERFORMANCE OF OFFEROR**

- A. Offerors are cautioned not to bid on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. Deliveries must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays. On-time delivery is imperative because this product is used in domestic food programs. Late deliveries cause serious and substantial damages to USDA and to other agencies that use this commodity. Contractors delivering late on contracts must immediately notify the contracting officer of late deliveries and how soon delivery can be expected.
- Ö.. B. The offeror must certify to timely performance on current contracts on the DEBES certifications bid page. A determination that the late performance is beyond the control or negligence of the contractor will be made by the contracting officer prior to bid opening. An offeror may be deemed nonresponsive if the offeror is delivering late on contracts with USDA and the late delivery is not due to causes beyond the contractor's control. This provision, as it pertains to small business, is a deviation from FAR 9.103(b) and Subpart 19.6. ..Ö

## 6. PROVISIONS OF CONTRACT

- A. The contract consists of:
  - (1) Contractor's offer.
  - (2) USDA's acceptance.
  - (3) The applicable invitation.
  - Ö.. (4) This announcement, including Appendixes 1-3 ..Ö
  - (5) TQSA Supplier Guidelines.
  - (6) USDA-1, except Articles 50 and 55 and all of Part E. Articles 56, 65 and 67 are applicable, except that contracts will be executed on a delivery basis. All words referring to "ship," "shipping," "shipments," and "shipped" shall be "deliver," "delivering," "deliver(ies)," and "delivered."
- B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, this announcement, TQSA Supplier Guidelines and the invitation are not consistent, those of the invitation will prevail. If the Commercial Item Description is not consistent with the specifications in Section 10, the provisions contained in Section 10 of this announcement will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer. No other determination or opinion shall be a contract interpretation even if it came from another USDA official.



## 7. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

Commodity	NAICS Code	Corresponding Sic Code	Size Standard (Employees)
Cheese	311513	2022	500

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (<http://pro-net.sba.gov>). Companies that do not have access to the Internet may register for PRO-Net through your local SBA office. The PRO-Net is a free electronic gateway linked to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

## 8. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

- A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
- (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (b) Rescind the contract with respect to which:
    - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
      - a) Exchanging the information covered by such subsections for anything of value; or
      - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the

contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**B. Price or Fee Adjustment for Illegal or Improper Activity**

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or a designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
  - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or Afee floor@specified in the contract;
  - (c) For cost-plus-award-fee contracts:
    - 1) The base fee established in the contract at the time of contract award;
    - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
  - (d) For fixed-price-incentive contracts, the Government may:
    - 1) Reduce both the contract target price and contract target profit by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices

established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.

- (e) For firm-fixed-price contracts, 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

## **9. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT**

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR at 48 C.F.R. ' 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
  - (1) The name of the subcontractor;
  - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
  - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

## 10. COMMODITY SPECIFICATIONS

### A. Domestic Origin

- (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.

- Ö.. (3) The contractor must maintain records to verify that during the contract delivery period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to USDA, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1.) ..Ö
- (4) USDA will randomly conduct domestic origin compliance reviews to determine if the product delivered to USDA was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of USDA.

### Ö.. B. Regulatory

Except as otherwise required by this announcement or the applicable invitation, mozzarella cheese must comply with the appropriate definition and standard of identity and all regulations issued pursuant to the Federal Food, Drug, and Cosmetic Act, relevant to cheese (21 CFR Parts 1-199), including Parts 133.155 through 133.158, as appropriate, for the type mozzarella cheese specified in the offer accepted by USDA. ..Ö

### C. Production Requirements

- Ö.. (1) The mozzarella cheese delivered to USDA must have been manufactured from pasteurized milk that was produced in the United States and not previously owned by CCC, and in plants that were inspected and approved by the Dairy Grading Branch, Dairy Programs, Agricultural Marketing Service (AMS), USDA, prior to submission of offer. ..Ö
- (2) The curd manufacturing must be performed at the same plant as the mixing and molding.
- (3) Subject to the provisions of Articles 60 and 68 of USDA-1, mozzarella cheese which

deviates from the specifications of this announcement and the discount schedule will be rejected, or at the discretion of the contracting officer, accepted at discounts to be determined by USDA.

Ö.. D. Product Age and Temperature Requirements

Low Moisture Part-Skim and Lite mozzarella cheese product age and temperature requirements shall comply with the following:

<b>Requirement</b>	<b>Description</b>
<b>Aging</b>	Mozzarella cheese shall be aged not less than 5 days and not more than 15 days at 38-42 degrees F (3.5 to 5.5 degrees C), unless the mozzarella is manufactured and immediately shredded and frozen (i.e. IQF). ..Ö
<b>Product Testing and Inspection</b>	Immediately after the aging process is completed, the following must be performed: <ul style="list-style-type: none"> <li>• product samples pulled and submitted for product testing</li> <li>• physical analysis.</li> </ul>
<b>Frozen</b>	<p>Immediately after physical analysis is completed, cheese must be placed in a freezer and the product temperature reduced to 20 degrees F (-6.7 degrees C) within a 24-hour period and held at such temperature until delivered.</p> <p><b>Exception:</b> If such freezer space is unavailable at the manufacturing plant, the contractor may transport the cheese to a freezer facility at another location provided that the shipment to such facility is completed within 24 hours after the physical analysis is completed. During transportation, the cheese must be maintained at temperatures not higher than 35 degrees F (1.7 degrees C). Contractors are cautioned to take care that the cheese is not crushed or misshaped during the transport from the plant to the freezer facility. Once the cheese is delivered to the location, it must be placed in a freezer and the product temperature reduced to 20 degrees F (-6.7 degrees C) and held at such temperature until delivered.</p> <p>Mozzarella cheese may be manufactured and frozen prior to offering to USDA. All frozen cheese may not be more than 180 days old on the date of delivery based on the date of manufacture as shown.</p>

<b>Requirement</b>	<b>Description</b>
<b>Unfrozen</b>	<p>Cheese to be delivered unfrozen must be maintained at a temperature between 32 and 36 degrees F (0 to 2.2 degrees C) after the physical analysis has been completed.</p> <p>All unfrozen cheese must be delivered within 19 days of manufacture date.</p>

Ö.. E. Composition Requirements

Low Moisture Part-Skim and Lite Mozzarella Cheese composition requirements shall comply with the following:

<b>COMPOSITION</b>	<b>LOW MOISTURE PART-SKIM MOZZARELLA</b>	<b>LITE MOZZARELLA</b>
<b>Milkfat %</b>	Greater than or equal to 30%, but less than 45% by weight of the solids	Not more than 10.8% (as marketed)
<b>Moisture %</b>	Greater than 45%, but equal to or less than 50%	Range 52.0% - 60.0%
<b>Salt %</b>	Range 1.2% - 2.0%	Range 1.2% - 1.8%
<b>pH Value*</b>	Range 5.0 - 5.4	Not to exceed 5.3

..Ö

\* If a re-test of the product is required, the quinhydrone method will be used by the Agriculture Marketing Service (AMS) laboratories.

Discounts for salt, moisture and pH deviations from the commodity specifications will only be in accordance with the following schedule of discounts for each pound of mozzarella cheese delivered:

## D. SCHEDULE OF DISCOUNTS

FACTOR	TYPE	PERCENT SALT CONTENT RANGE	DISCOUNT PER POUND
Salt	LMPS	0.90 to 0.99	\$0.0050
		1.00 to 1.09	\$0.0030
		1.10 to 1.19	\$0.0020
		Factor: Not less than 1.2% but not more than 2.0%	
		2.01 to 2.09	\$0.0025
		2.10 to 2.19	\$0.0050
		2.20 to 2.29	\$0.0100
		2.30 to 2.39	\$0.0200
		2.40 to 2.50	\$0.0300
	LITE	0.90 to 0.99	\$0.0050
		1.00 to 1.09	\$0.0030
		1.10 to 1.19	\$0.0025
		Factor: Not less than 1.2% but not more than 1.8%	
		1.81 to 1.89	\$0.0025
		1.90 to 1.99	\$0.0050
		2.00 to 2.10	\$0.0100
FACTOR	TYPE	PERCENT MOISTURE CONTENT RANGE	DISCOUNT PER POUND
Moisture	LMPS	Factor: More than 45% but not more than 50%	
		50.01 to 50.5	\$0.0200
		50.51 to 51.0	\$0.0300
		51.01 to 51.5	\$0.0400
		51.51 to 52.0	\$0.0500
FACTOR	TYPE	pH VALUE CONTENT RANGE	DISCOUNT PER POUND
pH	LMPS	4.1- 4.3	.0100
		4.4 -4.6	.0075
		4.7 - 4.9	.0025
		Factor: Greater than or equal to 5.0 but not greater than 5.4	
		5.41 - 5.42	.0025
		5.43 - 5.45	.0075
		5.46 - 5.47	.0100
		5.48 -5.50	.0150
	LITE	Factor: Not exceeding 5.3	
		5.31- 5.35	.0025
		5.36 - 5.45	.0075

D.

- Notwithstanding the other provisions of this section, the presence of any extraneous material in the mozzarella cheese will be the basis for rejection.

#### F. Physical Analysis

The following physical attributes are required to meet contract specification for low moisture part-skim and lite mozzarella cheese:

<b>General Requirements</b>	
<b>Physical Attributes</b>	<b>Description for All Mozzarella Unless Specifically Noted</b>
<b>Flavor and odor</b>	<ul style="list-style-type: none"> <li>\$ Must have a mild pleasing flavor and may possess a slight acid and slight feed flavors, but not possess any undesirable flavors or odors.</li> <li>\$ Vinegar flavor will not be acceptable.</li> </ul>
<b>Color</b>	<ul style="list-style-type: none"> <li>\$ Must have a natural white to light cream, uniform bright color, and an attractive sheen.</li> <li>\$ The loaf style, may possess waviness to a very slight degree and may have a slight variation in color due to salt penetration.</li> </ul>
<b>Body &amp; Texture</b>	<p>Loaf style:</p> <ul style="list-style-type: none"> <li>\$ A slice or plug drawn shall be flexible. (Except for lite mozzarella.)</li> <li>\$ Must be smooth and pliable, and must not possess sweet holes or be gassy.</li> <li>\$ Must be free from all foreign and extraneous materials</li> <li>\$ May possess the following defects to a slight degree: <ul style="list-style-type: none"> <li>\$ open      \$ lacking flexibility</li> <li>\$ mealy     \$ weak</li> </ul> </li> </ul> <p><b>Note:</b> Lite mozzarella may also be sticky and rubbery to a slight degree.</p>
<b>Meltability</b>	<ul style="list-style-type: none"> <li>• When a pizza is prepared with <u>lite mozzarella</u> cheese is placed in a preheated oven at 450 degrees F (232 degrees C) for 10 minutes, OR when a pizza is prepared with <u>LMPS mozzarella</u> is placed in a preheated oven at 425 degrees F (218 degrees C) for 10 minutes, the cheese must: <ul style="list-style-type: none"> <li>• melt completely</li> <li>• not exhibit shreds of unmelted cheese or excessive blistering.</li> <li>• stretch to a minimum of 3 inches of unbroken strings.</li> <li>• be chewy but not gummy</li> </ul> </li> </ul> <p>Lite mozzarella may also:</p> <ul style="list-style-type: none"> <li>• possess a slightly darker color than the color of the cheese before cooking but must not exhibit burnt areas or excessive browning.</li> </ul>
<b>Appearance</b>	<ul style="list-style-type: none"> <li>\$ No visible signs of mold.</li> </ul>



<b>Additional Shredded Requirements</b>	
<b>Body &amp; Texture</b>	<ul style="list-style-type: none"> <li>\$ May also be coarse and pasty to a slight degree.</li> <li>\$ Shall be shredded to a nominal: <ul style="list-style-type: none"> <li>\$ height and width of: <ul style="list-style-type: none"> <li>\$ 1/8 inch x 1/8 inch</li> <li>\$ 1/16 inch x 1/16 inch</li> </ul> </li> <li>\$ length of 1/8 inch to 1 2 inches.</li> </ul> </li> <li>\$ Shall be loose and free from clumps except those that readily break up with slight pressure.</li> <li>\$ Shall be free flowing and shall not be matted. An approved anticaking agent may be used as a processing aid. If an anticaking agent is used, the amount used shall be the minimum required to produce the desired effect, but shall not exceed 2.0 percent of the weight of the cheese.</li> </ul>
<b>Fines</b>	<ul style="list-style-type: none"> <li>\$ Shall contain not more than 8.0 percent fines.</li> <li>\$ Fines shall be tested using a Standard Test Sieve (USA) Sieve: <ul style="list-style-type: none"> <li>\$ #8 for a size greater than 1/16 inch x 1/16 inch shreds.</li> <li>\$ #14 (1.4 mm) for 1/16 inch x 1/16 inch shreds or less.</li> </ul> </li> </ul>

Ö.. G. Liability

The contractor will be liable for losses due to excessive deterioration, mold development, or spoilage, which are discovered within 180 days of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1. ..Ö

## 11. QUALITY ASSURANCE

- A. The contractor or AMS shall perform the product testing and quality analysis to ensure that the product meets the specifications described in Section 10. The results must be evidenced by a Certificate of Analysis. The contractor must retain the Certificates of Analysis and furnish a copy to USDA with the invoice package. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements. The meltability, percentage of moisture, milkfat, salt, fines and pH value will be evidenced by certificates issued by AMS, an independent commercial laboratory using AOAC International approved methodology, or the contractor's TQSA compliant laboratory. The quality, date(s) of manufacture, and weight of the mozzarella cheese will be evidenced by grading certificates issued by the contractor or AMS.
- B. The TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- C. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

## 12. PACKAGING AND NET WEIGHT REQUIREMENTS

The mozzarella cheese must be packaged as indicated in the chart below.

TYPE OF MOZZARELLA	SHREDDED, FROZEN OR UNFROZEN	NET WEIGHT PACKAGING OPTIONS
Low Moisture Part Skim	Shredded, Frozen	30-pound box
	Frozen	8/6-pound loaves
	*Unfrozen, Processor Packs	200/5-pound tote 120/6-pound tote 96/10-pound tote 96/12-pound tote 48/20-pound tote 72/20-pound tote
Lite	Shredded, Frozen	30-pound box
	Frozen	8/6-pound loaves

**\*Unfrozen LMPS must be packaged in totes (master bag). Cheese packaged in totes CANNOT be individually-wrapped.**

## 13. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to USDA on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA.
- C. The quantity of the product delivered in good condition must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA, and such document must be retained by the contractor.
- D. If product to be delivered by the contractor falls within the quality discount table as outlined in Section 10, Commodity Specifications, a Certificate of Analysis on the analytical results must be submitted with the invoice package, and these factors must be asterisked.
- E. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
  - (1) The State Agency, "Consign To" party shown on the Notice to Deliver (N/D), must be **FAXED** on the day of shipment.

(2) The receiving warehouse, "Care Of" party shown on the N/D, must be called 24 hours in advance to schedule an unloading appointment. (This is not required for rail shipments.) Contractors must notify the contracting officer in advance if deliveries will not be made by the final delivery date under the contract, in accordance with Article 67(a) of USDA-1.

F. Consignees may request upgrading of delivery service; for example, delivery within the doors of the consignee's premises or to a specific room within a building. Contractors are alerted that such delivery terms are beyond contractual requirements. If an upgrade of delivery services is requested and agreed to, additional charges must be billed to the party requesting the service.

Ö.. G. For loaf style LMPS and LITE, contractor shall deliver the number of units specified on the N/D, and the actual net weight delivered shall not vary more than 5% from the net weight specified on the N/D. (For example, if N/D specifies 840 units at 40,320 pounds net weight, contractor shall deliver 840 units, and actual net weight delivered shall be no less than 38,304 pounds and no more than 42,336 pounds.)

For processor packs, the actual net weight delivered shall not vary more than 5% from the net weight specified on the N/D. (For example, if N/D specifies 40,320 pounds net weight, contractor shall deliver no less than 38,304 pounds, and no more than 42,336 pounds.) ..Ö

#### **14. LIQUIDATED DAMAGES**

A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in delivery due to late issuance of "Notice to Deliver" (KC-269), will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

B. Compensation to USDA for Delay in Delivery

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

#### **15. INVOICES AND PAYMENT**

A. Invoicing and payment will be handled in accordance with Article 70, USDA-1 except that a properly prepared invoice package must include the following supporting documents:

(1) A signed and dated Form KC-269 (reverse side) which includes the "Contractor's Invoice Certification" evidencing the date of delivery and quantity (units) delivered in good condition, OR

- (2) A signed and dated commercial invoice evidencing the date of delivery and quantity (units) delivered in good condition which must include the following statement (either as a part of the commercial invoice or an attachment to):

“Contractors Invoice Certification”

“I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provision of 15 U.S.C. 714m(a), which provides a fine of not to exceed \$10,000 or imprisonment of not more than five years or both, for making any statement knowing it to be false, for the purpose of influencing in any way the action of the United States Department of Agriculture, and with full knowledge of the provisions of 31 U.S.C. 3729 imposing civil liability upon any person who shall make or cause to be made a false, fictitious, or fraudulent claim against the United States.”

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

- Ö.. (3) Information required on the Bill of Lading. In addition to the information required by form KC-277, Notice to Deliver Transmittal and Instructions, the commercial bill of lading must show: 1) The manufacturer’s lot code/lot identification number, and 2) the statement, “FOR USDA FOOD DISTRIBUTION PROGRAMS.” ..Ö
- (4) Commodity Inspection Certificate or Cheese Graders Memorandum, and; Certificate of Analysis issued by AMS, an independent commercial laboratory using AOAC International approved methodology, or contractor’s TQSA compliant laboratory.

Quality, weight, and laboratory results that do not meet specifications as required in section 10, Commodity Specifications, must be asterisked on the appropriate documents submitted with the invoice package.

- (5) If the contractor does not complete a “Contractor’s Invoice Certification,” then proof of delivery as evidenced by one or more of the following documents will be required as a part of the invoice package:
- Ö.. (a) A copy of the bill of lading, signed and dated by the recipient. ..Ö
- (b) A copy of the commercial receipt evidencing delivery signed and dated by the recipient.

Invoices must be mailed to:

Kansas City Finance Office  
Financial Operations Division, Payment Certification Branch  
P.O. Box 419205 Stop Code 8578  
Kansas City, MO 64141-6205

- B. The Debt Collection Act of 1996 amended 31 USC 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have any questions of would like this form mailed to you, contact Financial Operations Division, Payment Certification Branch.

## **16. INQUIRIES**

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office  
Dairy and Domestic Operations Division  
P.O. Box 419205 Stop Code 8718  
Kansas City, MO 64141-6205  
816-926-6050

/s/ George Aldaya

George Aldaya  
Director

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

EFFECTIVE: January 1, 2004

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO 64141-6205

## **APPENDIX 1**

# **Representations, Certifications, and Other Statements of Offerors or Respondents for**

## **DAIRY COMMODITY PROCUREMENTS**

<http://www.fsa.usda.gov/daco/Announcement/dairy/Appendix1.pdf>



UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

KANSAS CITY  
COMMODITY OFFICE  
P.O. BOX 419205  
KANSAS CITY, MO. 64141-6205

**APPENDIX 2**  
**Packaging and Marking Specifications**

**ANNOUNCEMENT MCD3**  
**PURCHASE OF**  
**MOZZARELLA CHEESE**  
**FOR USE IN DOMESTIC PROGRAMS**



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**APPENDIX 2 TO ANNOUNCEMENT MCD3  
PURCHASE OF MOZZARELLA CHEESE  
FOR USE IN DOMESTIC PROGRAMS**

**Packaging and Marking Specifications**

**PART 1. BASIC PROVISIONS**

**1.1 PURPOSE**

- A. This appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments of mozzarella cheese under the domestic food distribution programs.
- B. Changes to this appendix will be issued periodically in the form of amendments to the announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements.

**1.2 USDA RESPONSIBILITIES**

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, D.C., is responsible for reviewing the use of all containers and packaging materials.
- B. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

**1.3 LIABILITY**

In accordance with Article 60 of USDA-1, USDA's contractor will be liable if containers or packaging materials do not meet contract requirements.

**1.4 COMMERCIAL PACKAGING SPECIFICATIONS**

The primary and secondary packaging materials and shipping containers must be of a type normally utilized in commercial channels. All closures and sealing methods must be in accordance with good commercial practice. ..

## **PART 2. GENERAL REQUIREMENTS**

### **2.1 CONTAINERS AND MATERIALS**

- A. Unless otherwise specified, all containers and packaging materials must be:
- (1) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
  - (2) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
  - (3) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:

USDA/FSA/DACO/PDD  
Contract Management Branch  
STOP 0551  
1400 Independence Avenue SW  
Washington, D.C. 20250-0551  
ATTN: Packaging

- Ö.. C. The contractor must maintain records to verify that during the contract delivery period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1. ..Ö
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 5-pound carton, is defined as a container designed to hold 5 pounds of the commodity.

## **PART 3. CONTAINER AND PACKAGING REQUIREMENTS**

### **3.1 UNITIZATION REQUIREMENT**

Unless otherwise specified by USDA, all shipments of packaged products must be unitized (palletized and stretch wrapped) as follows:

**A. Pallets must be:**

- (1) Constructed to facilitate the safe handling, stacking, and transportation of the packaged product, as a unit, without loss or damage.
- Ö.. (2) 48 x 40 inches, four-way, Number 2, reversible flush stringer with no broken runners or slats. ..Ö
- (3) Suitable for use in the shipment of food products.

**B. Plastic stretch-wrap must be:**

- (1) Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
- (2) Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers must be held firmly in place by the stretch-wrap.

**C. Pallet loads must be:**

- (1) Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets. (While shipping containers may overhang the edges of pallets, contractors are reminded that they are responsible for the safe shipment and delivery of the product.)
- (2) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.

## **PART 4. MARKING REQUIREMENTS**

### **Ö.. 4.1 MARKING SPECIFICATIONS**

- A. The marking and labeling must be in accordance with good commercial practices.
- B. At contractor's option, a statement such as "NOT FOR RETAIL SALE" may be printed on the principal display panel of the food label.
- C. All packaging and labeling must be in accordance with all applicable provisions of the Federal Food, Drug, and Cosmetic Act, the Fair Packaging and Labeling Act, and the Nutrition Labeling and Education Act of 1990.
- D. A company name or brand name must be shown on all shipping containers. ..Ö

### **Ö.. 4.2 MONTH/YEAR OF PACK**

- A. The month/year of pack must be shown on all shipping containers.
- B. A date fill code may be applied in addition to, but not in lieu of, the month/year of pack. ..Ö

### **Ö.. 4.3 LOT CODE/CERTIFICATE NUMBER**

A lot code or official USDA inspection certificate number must be legibly marked on all primary shipping containers. Contractors may use any type of lot coding system, provided, it can identify the day of production in the contractor's records. If contractors use AMS inspection services, contractor must provide AMS with an explanation of the lot coding system utilized. ..Ö

**APPENDIX 3**  
**Commercial Item Description**  
**Cheese, Mozzarella Lite**

**ANNOUNCEMENT MCD3**

**A-A-20248 dated June 10, 1997**

<http://www.ams.usda.gov/fqa/ciddair.htm>

